

REMARKS

By this amendment, claims 23, 32, 33, 37, 39, and 41 have been amended, claims 24 and 35 have been cancelled, and claim 43 has been added. The amendments are made to even more clearly recite the claimed invention, do not add new matter and are fully supported by the original specification. Reconsideration of the rejected claims in view of the above amendments and the following remarks is respectfully requested.

Interview Summary

Applicants would like to thank Examiner Yoo for his courtesy in conducting a telephone interview with Applicants' representative, Azza Jayaprakash, on October 11, 2007. In the telephone interview, Applicants' representatives discussed the rejections in the outstanding Office Action.

Applicants' representative noted that the rejection under 35 U.S.C. § 103(a) did not include claim 33. Therefore, Applicants' representative asked the Examiner whether he considered claim 33 allowable. The Examiner confirmed that he did not find the elements in claim 33 in the art, but noted that claim 33 was still subject to the rejection under 35 U.S.C. § 112, first paragraph. Accordingly, if the claims were amended to overcome the rejection under 35 U.S.C. § 112, the amendments might warrant a new search by the Examiner, which might uncover art relevant to claim 33.

Applicants thank the Examiner for providing additional guidance on the outstanding rejections, and have taken the Examiner's comments into consideration when preparing the present response.

Objections to the Claims

The Office Action objects to claims 24 and 35, as allegedly having improper dependent form. Without agreeing with or acquiescing to the propriety of the objections, Applicants note that claims 24 and 35 have been cancelled. Therefore, Applicants respectfully request withdrawal of the objections.

Claim Rejections under 35 U.S.C. § 112, first paragraph

The Office Action rejects claims 23-42 under 35 U.S.C. § 112, first paragraph, as allegedly failing to comply with the written description requirement. Specifically, the Examiner argues that the specification does not describe the claim term “foothold movement.” In response, Applicants have amended independent claims 23, 33, 37, 39, and 41 to further clarify the meaning of the term “foothold,” as described in paragraphs [0048]-[0050] of the specification. The claims have been amended to recite “wherein a foothold is a predetermined location on a world map to which the player character may be moved, thereby advancing events in the game.” Thus, Applicants submit that the definition of the term “foothold” is clear from the claims, and the specification fully support the amendments made to the claims. Therefore, Applicants respectfully request withdrawal of the rejections.

Claim Rejections under 35 U.S.C. § 103(a)

The Office Action rejects claims 23-32 and 34-42 under 35 U.S.C. § 103(a) over NBA Live 96 Game Manual for the Sega Genesis System (hereinafter “NBA LIVE”).

Initially, Applicants note that NBA LIVE discloses controller input from a D-Pad that allows a player character to move on an image of a basketball court, which the Examiner argues

corresponds to the claimed “foothold movement instruction input section that inputs an instruction to move a player character between footholds on a world map where a plurality of footholds are arranged.” More specifically, the Examiner argues that the basketball court corresponds to the claimed world map, and controller input, which allows player characters to move to locations on the basketball court, corresponds to the claimed foothold movement instruction unit.

Furthermore, the Examiner notes that players may set the length of a game in NBA LIVE (see NBA LIVE, page 7). Depending upon the location of the character on the court, the player character must obey rules regarding the clock (see, e.g., “3 in the key,” “shot clock,” “inbound clock,” “half court clock” on page 8 of NBA LIVE). For example, if a player is in the “key” area for 3 seconds or more, the player character’s team will be penalized by losing control of the ball.

However, the independent claims recite that the time lapse section “updates a time unit when the player character moves between footholds,” and the rule judge determines the rules “in accordance with the updated time unit.” In contrast, in NBA LIVE, the rules are updated based upon the location of the character on the basketball court (or when a team gains control of the ball in the case of the “shot clock” rule), rather than basing the rules upon the time unit (as required by the claimed rule judge). Furthermore, in NBA LIVE, time progresses independently of whether the player character moves on the basketball court (i.e. time will progress whether the character moves or not), whereas the claimed “time lapse section” updates the time based on foothold movements.

Therefore, NBA LIVE does not disclose or suggest the “rule judge” and the “time lapse section unit,” as recited in the claims. Furthermore, due to the aforementioned distinctions between teachings of NBA LIVE and the features of the claimed invention, Applicants submit

that one skilled in the art would not modify NBA LIVE to arrive at the claimed invention, as such modifications would deviate from the conventional rules and/or goals of a basketball game. Thus, Applicants submit that NBA LIVE does not disclose or render obvious all of the elements of the claimed invention (as required under 35 U.S.C. § 103(a), and respectfully request withdrawal of the rejection of independent claims. Furthermore, Applicants submit that the dependent claims are allowable for at least the same reasons applicable to independent claims 23, 33, 37, 39, and 41, and additionally, for the specific features recited in each dependent claim.

In addition, Applicants note the rejection under 35 U.S.C. § 103(a) does not include claim 33. Although claim 33 is subject to the outstanding rejection under 35 U.S.C. § 112, Applicants have made remarks and amendments, which overcome this rejection. Furthermore, in the brief discussion with the Examiner on October 11, 2007, the Examiner indicated that he did not find the elements recited in claim 33 in the cited art. Applicants have rewritten claim 33 as an independent claims, and respectfully request that the Examiner indicate that claim 33 is allowed.

Lastly, Applicants note that claims 43 and 44 has been added. Claim 43 recites “[t]he video game apparatus according to claim 23, wherein a time unit of a virtual concept in the video game is updated in a non-cyclic manner” and claim 44 recites “wherein the rules, determined by the rule judge, are not repeated as the player character moves between footholds.” Applicants submit that newly added claims 43 and 44 are not anticipated or render obvious for the reasons discussed above. Furthermore, Applicants note that the term “in a non-cyclic manner” is used to exclude time units that are updated in a cyclic manner, such as days of the week or time in a basketball game.


In claims 43 and 44, because the time units are updated in a non-cyclic manner, the time unit after moving a player character between footholds on a world map is not the same as the

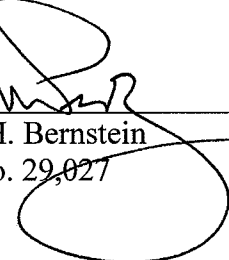
previous time unit. Therefore, the previous rules, which were set by the rule judge, are not applied again. Even if a player character is moved to the same foothold again, the previous rules are not applied again because the time unit is different. This feature provides a more dynamic game environment for players because the rules are constantly changing as the player characters move between footholds. Applicants submit that this features is neither disclosed nor suggested by the applied art, and respectfully request allowance of newly added claims 43 and 44.

CONCLUSION

In view of the foregoing amendments and remarks, Applicants submit that all of the claims are patentably distinct from the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue. The Examiner is invited to contact the undersigned at the telephone number listed below, if needed. Please charge any deficiencies in fees and credit any overpayment of fees to Deposit Account No. 19-0089.

Respectfully submitted,
Yasumi MATSUNO et al.


Bruce H. Bernstein
Reg. No. 29,027


William Pieprz
Reg. No. 33,630

December 21, 2007
GREENBLUM & BERNSTEIN, P.L.C.
1950 Roland Clarke Place
Reston, VA 20191
(703) 716-1191